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TRUST DEED

COOK COUNTY, ILLINOIS

1988 DEC 13 PM 12:50

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made November 18, 1988, between American National Bank and Trust Company of Chicago not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated 11-15-88 and known as trust number 106940-08, herein referred to as "First Part," and Colonial Bank and Trust Company of Chicago

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Four Hundred Thousand and 00/100-----Dollars

made payable to BEARER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid as described in the Installment Note with a final payment if not sooner paid due in full December 1, 1993.

14 00

\*3% above the rate in effect at that time

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of \* and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, in absence of such appointment, then at the office of Colonial Bank and Trust Company of Chicago in said City

NOW THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, assign and convey unto the trustee, its successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

P. I. N. : 13-32-400-029

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, radiator beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth. IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (4) comply within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (5) to comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty accrues all general taxes and any special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute any tax or assessment which First Party may owe to a taxing authority; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of restoring or repairing the same or to pay in full the indebtedness secured hereby; all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and to deliver all policies, including additional and renewal policies, to

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DELIVERY INSTRUCTIONS: NAME Colonial Bank & Trust Company, STREET MR. DAVID GRANZIA, 5850 W. Belmont Ave., CITY Chicago, IL 60634, BOX 333-CC, RECORDERS OFFICE BOX NUMBER 333

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 1823 N. Monitor, Chicago, IL. This instrument prepared by: M. Prochenski/Colonial Bank & Trust Co., (Name) 5850 W. Belmont Ave., Chicago, IL.

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Colonial Bank and Trust Company of Chicago

Notary Public in and for said County, in the State of Illinois

SECRETARY

TRUST OFFICER

American National Bank and Trust Company of Chicago

By

Chicago, Illinois

Notary Public

DO HEREBY CERTIFY THAT

NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF COOK

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE

NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY

THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR

RECORD

MADE UPON AND WITNESSED IN SUCH TRUST DEED AS IS REFERRED TO BY THIS TRUST DEED

AS A CONDITION OF THE BORROWER'S OBLIGATION TO OBTAIN THE LOAN

AND TO PAY THE SAME TO THE LENDER AS PROVIDED IN THE TRUST DEED

AND TO THE TRUSTEE NAMED HEREIN AS PROVIDED IN THE TRUST DEED

AND TO THE TRUSTEE NAMED HEREIN AS PROVIDED IN THE TRUST DEED

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was described in the Installment Note secured hereby

11 The word "loan" when used in this instrument shall be construed to mean "loan" as determined by its nature and the intent of the parties thereto. The provisions of this trust deed in relation to the loan shall be construed in accordance with the provisions of the Trust Deed and the provisions of the Trust Deed shall be construed in accordance with the provisions of the Trust Deed. The provisions of this trust deed shall be construed in accordance with the provisions of the Trust Deed and the provisions of the Trust Deed shall be construed in accordance with the provisions of the Trust Deed.

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RIDER ATTACHED TO TRUST DEED DATED NOVEMBER 18, 1988 SECURING AN INSTALMENT NOTE IN THE AMOUNT OF \$400,000.00 TO COLONIAL BANK AND TRUST COMPANY OF CHICAGO, HOLDER OF THE NOTE

1. The amount due hereunder may be accelerated at the option of the Trustee or Holder of the Note if the premises specifically described in this Trust Deed are assigned, sold or transferred in any manner, including but not limited to deed, assignment, bill of sale or Articles of Agreement, without prior written acknowledgement of the Holder of the Note.
2. The amount due hereunder may be accelerated at the option of the Holder of the Note secured hereby if there is filed by or against First Party, Beneficiaries of the aforesaid trust, or Guarantors, or any affiliate or subsidiary of any such First Party, Beneficiaries, or any Guarantors a petition in bankruptcy or insolvency or for reorganization or for the benefit of creditors unless within thirty (30) days after such occurrence, the proceeding is dismissed.
3. Without the Holder of the Note's written consent thereto, neither the First Party nor the Beneficiaries of the aforesaid trust, nor the Guarantors hereof may pledge as collateral security for any other loans obtained by either of them any of the collateral described therein.
4. The First Party hereby waives any and all rights of redemption to the real estate described herein upon a foreclosure of the Trust Deed.
5. The First Party hereby agrees to provide or cause to be provided to Lender, upon Lender's reasonable request, current personal financial statements on Trustee's form and the U.S. individual income tax returns of all Guarantors of the Note secured hereby and the compiled financial statements relative to the real estate described herein prepared by an independent certified public accountant and certified by the Guarantors to be complete and correct and the U.S. income tax returns and any and all related business statements Trustee may require.
6. The amount due hereunder may be accelerated at the option of the Trustee or Holder of the Note if the premises specifically described in this Trust Deed or any portion thereof is abandoned, vacated or left unattended by the First Party or the Guarantors thereof.
7. The First Party, each Guarantor hereof and each Beneficiary of First Party shall provide the Holder of the Note secured hereby, within 5 days of the receipt thereof, with all information on any incident which may cause a material adverse change in the financial condition of First Party, any such Guarantor or Beneficiary or any affiliate or subsidiary of any such First Party, Guarantor, or Beneficiaries. Information as used herein shall include, but not be limited to changes in financial condition, claims, lawsuits, bankruptcies, tax assessments and/or death.

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, as Trustee  
Under Trust Agreement dated  
November 15, 1988 and known as  
Trust No. 106940-08 and not  
personally

BY:

ATTEST:

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## EXHIBIT "A"

### PARCEL "A":

That part of Lot 3 in Keeney Industrial District, being an owner's division in the South East 1/4 of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows: commencing at a point in the West line of Lot 3 in said Keeney Industrial District, being the East line of North Monitor Avenue, 343.78 Feet North of the South line of Lot 4 in said Keeney Industrial District; thence North along the East line of North Monitor Avenue, a distance of 160 Feet; thence East along a line drawn parallel with and 503.78 Feet North of the South line of said Lot 4, a distance of 358.03 Feet to its intersection with the southerly right of way line of the land conveyed to the Chicago, Milwaukee, St. Paul and Pacific Railroad Company by deed dated October 4, 1932 and recorded November 9, 1932, as Document Number 11162537; thence Southeasterly along the said right of way line, being a straight line, a distance of 80.99 Feet; thence continuing Southeasterly along the said right of way line, being a curved line convexed Southwesterly and having a radius of 487.06 feet, a distance of 105.24 Feet (ARC) to its intersection with a line drawn parallel with and 343.78 Feet North of the South line of Lot 4 aforesaid; thence West along the said parallel line a distance of 450.99 Feet to the point of beginning, in Cook County, Illinois.

### PARCEL "B":

That part of Lot 3 in Keeney Industrial District, being an owner's division in the South East 1/4 of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows: commencing at a point on the West line of said Lot 3, 41 Feet South of the North West corner thereof; and running thence East along a line drawn parallel with and 41 Feet South of the North line of said Lot 3, a distance of 138.91 Feet to an intersection with the Southwesterly line of the right of way conveyed to the Chicago, Milwaukee, St. Paul and Pacific Railroad by special warranty deed recorded November 9, 1932 as document number 11162537; thence Southeasterly along the said right of way line, being a curved line convexed Northeasterly and having a radius of 467.52 Feet, a distance of 308.12 Feet (ARC); thence continuing Southeasterly along the said right of way line, being a straight line tangent to the said curved line, a distance of 8.19 Feet to an intersection with a line 503.78 Feet North of and parallel with the South line of Lot 4 in said Keeney Industrial District; thence West along the said parallel line a distance of 358.03 Feet to an intersection with the said West line of Lot 3 in said Keeney Industrial District; thence North along said West line of Lot 3, a distance of 217.66 Feet to the point of beginning, all in Cook County, Illinois.

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